| AMENDMENT OF SOLICITA | ATION/MODIF | TICATION OF CONTRACT | 1. CONT | RACT ID CODE | PAGE OF PAGES |
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| 2. AMENDMENT/MODIFICATION NO. 0003 | 3. EFFECTIVE DATE 20-Jul-2011 | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PRO | ECT NO.(Ifapplicable) |
| 6. ISSUED BY CODE | M67854 | 7. ADMINISTERED BY (If other than item 6) | | CODE | |
| MARINE CORPS SYSTEMS COMMAND - CT MC2I ATTN: LISA BURNS 2200 LESTER STREET QUANTICO VA 22134-6050 | | See Item 6 | | | |
| 8. NAME AND ADDRESS OF CONTRACT OR | (No., Street, County, S | State and Zip Code) | X 9A. AME M67854-1 | NDMENT OF 11-R-2306 | SOLICITATION NO. |
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| | | APPLIES TO AMENDMENTS OF SOLIC | CITATIONS | | |
| X The above numbered solicitation is amended as set fort | h in Item 14. The hour and | date specified for receipt of Offer | is extended, | X is not | extended. |
| Offer must acknowledge receipt of this amendment price (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a r RECEIVED AT THE PLACE DESIGNATED FOR TI REJECTION OF YOUR OFFER. If by virtue of this as provided each telegramor letter makes reference to the | copies of the amendment eference to the solicitation of HE RECEIPT OF OFFERS mendment you desire to chat solicitation and this amend | nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED nge an offer already submitted, such change may b | nt on each copy of CKNOWLEDGN MAY RESULTI to made by telegran | fthe offer submit MENT TO BE N | ted; |
| 12. ACCOUNTING AND APPROPRIATION D. | ATA (If required) | | | | |
| | | TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITE | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSI CONTRACT ORDER NO. IN ITEM 10A. | JANT TO: (Specify a | uthority) THE CHANGES SET FORTH | IN ITEM 14 A | ARE MADE II | N THE |
| B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT | | | | such as chang | es in paying |
| C. THIS SUPPLEMENT AL AGREEMENT IS | SENTERED INTO PU | JRSUANT TO AUTHORITY OF: | | | |
| D. OTHER (Specify type of modification and | authority) | | | | |
| E. IMPORTANT: Contractor is not, | is required to sig | n this document and return | copies to the | issuing office. | |
| 14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) | | | | · | |
| The purpose of this Amendment is to provide resulting from those answers. | industry with answer | s to questions submitted and incorpora | ite any update | s to the solic | tation |
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| Except as provided herein, all terms and conditions of the d | ocument referenced in Item! | 9A or 10A, as heretofore changed, remains unchan | iged and in full for | ce and effect. | |
| 15A. NAME AND TITLE OF SIGNER (Type or | 16A. NAME AND TITLE OF CO. | - | | ype or print) | |
| | | TEL: | EMAIL: | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNE | D 16B. UNITED STATES OF AMER | RICA | | 16C. DATE SIGNED |
| | . | BY | | | 20-Jul-2011 |
| (Signature of person authorized to sign) | | (Signature of Contracting Of | ficer) | | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified: SOW

C2PC Post Delivery Software Support

1.0 Scope

This Statement of Work (SOW) addresses the efforts required to provide Post Delivery Software Support (PDSS) and Systems Engineering support to PM MC2S for Command and Control Personal Computer (C2PC)/Joint Tactical Common Operational Picture (COP) Workstation (JTCW) Client and Gateway (C&GW) and Command and Control Compact Edition (C2CE). Throughout the remainder of this contract, C2PC/JTCW C&GW will be referred to as C2PC. The C2PC/C2CE SOW requires in-service systems engineering support, software engineering support and adaptive and preventative maintenance to include technical assistance in software integration, Software Trouble Report (STR) root cause isolation, STR correction, software testing, impact analysis, software delivery and software documentation. All tasks described in this SOW shall be specifically directed by the government.

1.1 Background

JTCW provides a framework for enhanced systems interoperability and commonality between MAGTF Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) systems. The JTCW is a Windows®-based tactical COP workstation suite of applications designed to facilitate military C2 functions by improving SA and enhancing operational and tactical decision-making. The primary software component of JTCW is C2PC. C2PC consists of the Client and Gateway. The Client provides Application Program Interfaces (APIs) for Application Extensions (AEs) to interact with the map and other features of the Client. The Gateway offers a unique capability for JTCW, allowing the Client to receive data from an Intelligence-Operations System (IOS) or Global Command and Control System (GCCS). The Gateway provides the ability for a host of connection options: from the GCCS and IOS, to other Gateways. The Client provides the Marines with a disconnected network capability. This functionality can be used at various echelons. Upon establishing connectivity, the Gateway can reconnect without the need to reconfigure Clients. The Gateway is used throughout the Marine Corps, and across Services. JTCW is the primary point of entry for the COP where users are able to view map data, view and update track data, develop and distribute overlays, exchange general message traffic, plan and distribute route information, and conduct general C2 planning. The addition of JTCW AEs, with other applications and services to the core software provides the functionality that enhances JTCW's ability to meet directed JTCW operational requirements.

C2PC is a very complex software application and is comprised of about 2.8 million lines of code that includes a significant number of modules, injectors, folders and interfaces. The government has government purpose rights to the source code and technical data package. The C2PC code is based on a Component Object Model (COM) framework, and is written in C, C++, C#, and JAVA languages. The government will retain government purpose rights on any software modified or developed for this effort.

The C2CE software was developed to complement C2PC on a Personal Data Assistant. The C2CE application allows for the display of digital maps produced by the National Geospatial-Intelligence Agency (NGA) and display of the user's position. When connected to a combat net radio, an operator can utilize C2CE to create, transmit and receive Variable Message Format (VMF) messages, FREE TEXT messages and display tracks/positions of other users.

The planned schedule for C2PC anticipates one major release and one minor release per year, approximately every six months. A Major release is equivalent to a destructive (full installation) load, and includes Engineering Change Proposals (ECPs), Information Assurance requirements, user interface improvements, and interoperability enhancements. Minor releases are non-destructive changes to existing installed software and address Information Assurance requirements, interoperability, and maintenance. The planned schedule for C2CE would be on an exception basis and would occur no more than once per year, if required.

2.0 Applicable Documents

The following documents of the exact date and issue specified form a part of this SOW to the extent specified herein. In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. All second tier and below references cited in mandatory compliance documents shall be considered as guidance only. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

2.1 Military Standards and Specifications – Mandatory Compliance.

MIL-STD-882D Standard Practice for System Safety

MIL-STD-1472 Human Engineering

2.2 Military Standards and Specifications – Guidance Only.

Not applicable.

2.3 Federal Standard - Mandatory.

Not applicable.

2.4 Drawings.

Not applicable.

2.5 Handbooks - Guidance Only.

MIL-STD-61A Configuration Management Guidance

MIL-HDBK-29612 Guidance for Acquisition of Training Data Products and Services

MIL-HDBK-881A Work Breakdown Structures for Defense Material Items

MARCORSYSCOM Technical Review Handbook, Version 1.04, April 2009

2.6 Other Government Documents.

Unless otherwise stated, the following documents may be obtained from the Document Automation and Production Service, Building 4/D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 or visit http://dodssp.daps.mil.

ASD Memorandum dated 20 Mar 97, Secret and Below Interoperability (SABI)

DII COE I&RTS Defense Integration Information Common Operating Environment Integration

and Runtime Specification

DoDI 8500.2 Information Assurance (IA) Implementation

DoDI 8510.01 DoD IA Certification and Accreditation Process (DIACAP)
DoDI 8520.2 Public Key Infrastructure (PKI) and Public Key Enabling (PKE)
DoDI 8552.01 Use of Mobile Code Technologies in DoD Information Systems

DIACAP IA Vulnerability Management (IAVM) Plan for JTCW

The following documents will be made available upon request. To request documents, please submit an email to edward.mcgrail@usmc.mil, that contains a completed and signed copy of the Technical Data Certification (Exhibit2). The Government will mail the documents once the information in the Certification is verified. Should any vendor require the documents be shipped to a different location other than the one listed on the Certification, they must specify within the email.

SECNAVINST 4440.33

Human Systems Interface Study (two parts)

JTCW Configuration Management Plan (CMP)

JTCW Information Assurance Vulnerability Assessment (IAVA) Management Plan

C2PC 7.0 Software Development Kit (SDK)

C2PC 7.0.3.1 Technical Data Package (TDP)

C2PC 7.0.3.1 SRC

C2PC 7.0.3.1P1 Source Code

JTCW Client and Gateway 2.0 Programmers' Guide

JTCW Client and Gateway TDP

JTCW Client and Gateway SDK

JTCW Client and Gateway 2.0 Source Code

JTCW Software Management Plan (SMP)

(The DIACAP IAVM for JTCW, JTCW User Interface Study, and the SECNAVINST 4440.33 will be posted in the Reading Room.)

2.7 Non-Government Documents.

EIA-649 National Consensus Standard for Configuration Management

ANSI/EIA-748A Earned Value Management System

(Application for copies of EIA documents should be addressed to Electronic Industries Alliance Corporate Engineering Department, 2500 Wilson Boulevard, Arlington, VA, 22201 or visit www.eia.org.)

IEEE/EIA 12207-2008 Systems and Software Engineering – Software Life Cycle Processes IEEE 1220-2005 Systems Engineering – Application and Management of the Systems

Engineering Process

(Application for copies of IEEE/EIA 12207 and 1220 should be addressed to the Institute of Electrical and Electronics Engineers, PO Box 1331, 445 Hoes Lane, Piscataway, NJ 08855-1331 or visit www.ieee.org.)

3.0 Data Item Descriptions

| DI-ADMN-81249A | Conference Agenda |
|----------------|--|
| DI-ADMN-81250A | Conference Minutes |
| DI-CMAN-80639C | Engineering Change Proposal (ECP) |
| DI-CMAN-80642C | Notice of Revision (NOR) |
| DI-CMAN-80858B | Contractor's Configuration Management Plan (CMP) |
| DI-CMAN-81248A | Interface Control Document (ICD) |
| DI-CMAN-81253A | Configuration Status Accounting Information |
| DI-IPSC-81427A | Software Development Plan (SDP) |
| DI-IPSC-81433A | Software Requirements Specification (SRS) |
| DI-IPSC-81434A | Interface Requirements Specification (IRS) |
| DI-IPSC-81435A | Software Design Description (SDD) |
| DI-IPSC-81436A | Interface Design Description (IDD) |

DI-IPSC-81438A Software Test Plan (STP)
DI-IPSC-81440A Software Test Report (STR)

| DI-IPSC-81441A | Software Product Specification (SPS) |
|----------------|---|
| DI-IPSC-81442A | Software Version Description (SVD) |
| DI-IPSC-81443A | Software Users Manual (SUM) |
| DI-MGMT-80227 | Contractor's Progress, Status and Management Report |
| DI-MGMT-80790 | Transition Plan |
| DI-MGMT-81334C | Contract Work Breakdown Structure (WBS) |
| DI-MGMT-81453A | Data Accession List (DAL) |
| DI-MGMT-81468 | Contract Funds Status Report (CFSR) |
| DI-MGMT-81650 | Integrated Master Schedule (IMS) |
| DI-MGMT-81808 | Contractor's Risk Management Plan |
| DI-MISC-80508B | Technical Report – Study/Services |
| DI-MISC-80711A | Software Development Kit (SDK) |

DI-SESS-81785 System Engineering Management Plan (SEMP)

4.0 Requirements

4.1 General Management Requirements

4.1.1 Program Management.

The contractor shall establish and maintain program management practices throughout the period of performance. Program management practices shall provide visibility into the contractors' organization and techniques used in managing the program, specifically subcontractor and data management. Documentation identified in this SOW shall be readily available to Government representative(s) during planned visits.

CDRL A001 DI-MGMT-80227, Contractor's Progress, Status and Management Report

4.1.1.1 Subcontractor Management.

The contractor is responsible for performance of requirements delineated in this SOW, and shall institute appropriate management actions relative to subcontractor performance. Requirements that are contractually specified shall apply to subcontractor performance; however, the contractor shall be accountable for compliance of subcontractors and is responsible for ensuring all deliverable products comply with the contract requirements.

4.1.1.2 Data Management.

The contractor shall utilize a single, centralized system for management of all data required under this contract. Specific data management functions shall include schedule for deliverables, maintenance of deliverables, and distribution and delivery of data products. The contractor shall gain access to the Space and Naval Warfare Systems Center Atlantic (SSC Atlantic) TACMOBILE or other Government designated site and use it to upload all C2PC or C2CE software deliverables as specified by the CDRL or by mutual agreement between the government and the contractor. Government use of any data management system shall not require installation of client software on Government computer systems. The contractor shall ensure all data is centrally available for Government review. Software shall be provided as described above and via compact disk.

4.1.1.3 Risk Management.

The contractor's Risk Management Plan shall apply to this SOW. The contractor shall ensure risk management is an integral part of the systems engineering process and the overall program management effort. Risks shall be presented to the Government Program Office.

CDRL A002 DI-MGMT-81808

Contractor's Risk Management Plan

4.1.1.4 Schedule Planning.

The contractor shall maintain an accurate schedule of program events and recommend program schedules, including review and evaluation techniques, which provide for the earliest delivery date while at the same time satisfying all requirements in a cost effective manner. The program schedule shall include all significant events, and a separate Program Planning Milestone Chart shall depict major tasks and events from start to completion of the contract. The contractor shall notify the Government in writing of any anticipated or projected work stoppages or delays that will impact schedules.

CDRL A003 DI-MGMT-81650

Integrated Master Schedule (IMS)

4.1.1.5 Assignment of Responsibility and Authority.

The contractor shall identify the organizational elements responsible for the conduct of the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The contractor shall appoint in writing all persons filling key billets. The contractor shall identify any additional billets they determine are key, and appoint these positions in writing. The contractor shall notify the Government within ten days of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance. The following billets shall be considered key personnel:

4.1.1.5.1 Program Manager.

The contractor shall designate a Program Manager (PM) who shall possess sufficient corporate authority to manage, direct, execute and control all elements of the contract. The PM shall serve as the primary point of contact between the contractor and the Government, and be responsible for the coordination of all contractor activities related to the contract.

4.1.1.5.2 Systems Engineer.

The contractor shall designate a Systems Engineer who shall possess sufficient authority to manage, direct, execute and control all engineering elements of the contract.

4.1.1.6 Relationships with Government Agencies and Other Contractors.

To effectively carry out the requirements of this contract, the contractor shall make a good-faith effort to establish partnering agreements through Associate Contracting Agreements (ACAs) or Memoranda of Agreement (MOAs) (as appropriate) with other contractors and Government agencies as required. The contractor should anticipate an agreement with Northrop Grumman Information Systems, San Diego CA for development and final releases of Integrated Command, Control, Communications, Computers, and Intelligence (C4I) Systems Framework (ICSF) software, an agreement with Real-Time Innovations, Inc. for Data Distribution Service (DDS) software, and an agreement with NGA for Commercial Joint Mapping Toolkit (CJMTK) software. The program office will assist the contractor where necessary in establishment of these agreements.

4.1.1.7 Open Systems Design

The contractor shall use an open systems approach as the preferred design strategy to: (1) choose commercially supported specifications and standards for selected system interfaces (external, internal, functional and physical), products, practices, and tools; and (2) build open system architectures as the primary foundation in developing the proposed system and its elements. Open systems is a system design philosophy that uses widely-accepted, industry-approved interface standards that will allow technological upgrades in system components to be easily inserted in the future. The contractor shall identify the means for ensuring conformance to open systems standards and profiles throughout the development process. The contractor shall provide evidence that the process being used to manage the open systems approach supports portability, interoperability, technology insertion, vendor independence, reusability, scalability, and commercial product based maintainability.

The Contractor shall describe tradeoffs performed under this SOW, particularly any that potentially compromise the modular and open nature of the system. The contractor shall describe its rationale for the modularization choices made to generate the design. The contractor's design approach shall produce a system that consists of hierarchical collections of software and hardware configuration items (components). These components shall be of a size that supports competitive acquisition as well as reuse. The contractor's design approach shall emphasize the selection of components that are available commercially or within the Department of Defense (DOD), to avoid the need to redevelop products that already exist and that can be re-used.

4.1.1.8 Post Award Conference.

A post award conference shall be held at the contractor's facility within 30 days after contract award. The purpose of this review is for the contractor to review and demonstrate to the Government the management procedures, provide progress assessments, review of technical and other specialty area status, and to establish schedule dates for near term critical meetings/actions. The contractor shall present management and key personnel as well as program

implementation processes.

4.1.1.9 Human Systems Integration.

The contractor shall apply effective Human Systems Integration (HSI) principles during development and maintenance of C2PC and C2CE. Human factors design requirements shall be established to develop effective manmachine interfaces and preclude system characteristics that require extensive cognitive, physical, or sensory skills, or complex manpower or training intensive tasks or result in frequent or critical errors. The contractor shall ensure human factors engineering requirements have been incorporated into the layout, design, and arrangement of equipment having an operator or maintainer interface. The contractor shall also integrate HSI principles into their systems safety program. The Systems Engineering Management Plan shall describe the contractor's approach to applying HSI principles.

4.1.1.10 System Safety.

The contractor shall identify and evaluate safety and health hazards, define risk levels, and establish a program that manages the probability and severity of all hazards associated with development, use, and disposal of the software in accordance with MIL-STD-882D. Residual risks will be evaluated by the Government in accordance with Tables A-I through A-IV of MIL-STD-882D and accepted as appropriate. The contractor shall perform and document a Safety Assessment to identify all safety features of the software and system design and to identify procedural, hardware and software related hazards that may be present including specific procedural controls and precautions that should be followed. In addition, the contractor shall make recommendations applicable to hazards at the interface of the system with the other system(s) as contractually required.

4.1.1.11 Source Code and Executable Software.

The contractor shall provide all applicable software source code and associated executable software developed in support of this contract. When additional software is necessary, the contractor shall attempt to use Commercial Off the Shelf or open source software when feasible, while complying with DOD security and software requirements. Proprietary solutions should be avoided, and require written approval from the contracting officer before implementation.

The contractor shall identify copyrighted material, if any, and shall obtain written approval of the copyright owner. The contractor shall furnish appropriate copyright release giving the Government permission to reproduce and use copyrighted information. The contractor shall be responsible for obtaining any copyright releases necessary for other vendor products and information, and providing the copyright release to the Government.

CDRL A005 Software Delivery

4.1.1.12 Quality Management

The contractor's quality management system shall ensure product conformation to contractual requirements. The contractor shall implement, document, and demonstrate the ability to maintain the quality management system to be used on the contract. The contractor shall make available all quality management documentation for the Government to review upon request.

4.1.1.13 Contractor's Progress, Status, and Management Report

The Contractor's Progress, Status and Management Report shall include the following information for the current delivered software baseline:

- Count of open STRs
- Identification of open STRs by origin, type, severity, and criticality
- STRs assigned for correction and targeted software release
- Progress toward correcting STRs assigned for each identified software release
- The count and identity of STRs corrected but not yet included in a formal release for the baseline
- Budgeted Amount of Activity
- Cost to date of Activity
- Remaining Budget

Summary of Activity

CDRL A001 DI-MGMT-80227 Contractor's Progress, Status and Management Report

4.1.1.14 Data Accession List

The Contractor shall make the maximum use of existing data, provide maximum multiple use of technical information, and maintain a Data Accession List that identifies all technical documents developed or prepared under this SOW.

CDRL A006 DI-CMAN-81253A Configuration Status Accounting Information

CDRL A006 DI-MGMT-81453A Data Accession List (DAL)

4.1.1.15 Contract Work Breakdown Structure

The contractor shall provide for a Level 3 Contract Work Breakdown Structure (CWBS) and dictionary. The contractor shall use the CWBS as the framework for planning, budgeting, and reporting program status, cost, and schedule to the Government. Subcontractor data shall be incorporated into the contractor's CWBS. Application of Earned Value Management System (EVMS) to subcontractors is at the discretion of the contractor with the advice of the Administrative Contracting Officer (ACO).

CDRL A007 DI-MGMT-81334C Contract Work Breakdown Structure (WBS)

4.2 C2PC PDSS

The contractor shall maintain the fielded version(s) of C2PC. The C2PC shall be updated as directed by the government to maintain interoperability with the Tactical Combat Operations System (TCO) and other key systems. Software maintenance and updates will follow the Software Development Plan and conform to the Configuration Management Plan which will detail how the contractor handles Configuration Management (CM).

CDRL A008 DI-IPSC-81427A Software Development Plan (SDP)

CDRL A009 DI-CMAN-80858B Contractor's Configuration Management Plan

4.2.1 Engineering Change Proposals

The contractor shall provide systems engineering support to the Government Configuration Control Boards (CCBs). The support shall be provided by phone or travel to Quantico, VA, or Government labs, as directed by the program office.

The contractor shall propose ECPs to improve operational capabilities or reduce containment/maintenance costs. The contractor shall implement government approved ECPs as funding permits. The contractor shall follow the ECP process defined below.

CDRL A010 DI-CMAN-80639C Engineering Change Proposal (ECP)

- a. Determine Impact Analysis Once a change has been identified and investigated, the contractor shall determine the expected impact to the software and associated documentation for each candidate change.
 The analysis shall be provided to the government in writing (electronic format). The analysis shall include the following as part of the ECP process:
 - 1. An estimate (engineering hours) to make the change or correct the STR for the targeted software baseline. If the problem is also known to be in the currently developed software baseline, then a separate estimate to merge the corrective change into that baseline shall be provided.
 - 2. The expected level of testing required to validate the change along with any expected regression testing necessary if the change is applied to the software baseline.
 - 3. The risk associated with making the change and any dependencies.

- 4. Whether currently funded ECPs are expected to correct/eliminate an identified STR or improve functionality.
- 5. The total expected time to make the change, update associated documentation, and the expected software build/delivery schedule should be included. This estimation shall be provided in relation to business days/weeks.

CDRL A011 DI-MISC-80508B Technical Report – Study/Services

b. Perform change – Make recommended change or correct the STR. The contractor shall modify code to make the change, unit test, and integrate the modified code into the target baseline. The changes shall be documented for inclusion in the SVD. Other documentation shall also be updated as impacted by the change. The Contracting Officer will provide written approval (email or letter) and funding before the contractor proceeds with the ECP and the targeted software delivery.

| CDRL A012 | DI-IPSC-81435A | Software Design Description (SDD) |
|-----------|--------------------|--|
| CDRL A013 | DI-IPSC-81441A | Software Product Specification (SPS) |
| CDRL A014 | DI-IPSC-81442A | Software Version Description (SVD) |
| CDRL A015 | DI-IPSC-81443A | Software Users Manual (SUM) |
| CDRL A016 | DI-IPSC-81438A | Software Test Plan (STP) |
| CDRL A017 | DI-IPSC-81433A | Software Requirements Specification (SRS |
| CDRL A018 | DI-IPSC-81434A | Interface Requirements Specification (IRS) |
| CDRL A019 | DI-IPSC-81436A | Interface Design Description (IDD) |
| CDRL A020 | DI-CMAN-81248A | Interface Control Document (ICD) |
| CDRL A021 | DI-MISC-80711A | Software Development Kit (SDK) |
| CDRL A022 | Programmer's Guide | |
| | | |

c. Upon Government direction to create either a minor release (installs over current fielded product) or a major release, the contractor shall create a formal release and identify all changes in the release. The contractor shall create the formal documentation of the release, perform the regression testing based upon the impact analysis and create the software test report for the release.

| CDRL A023 | DI-IPSC-81440A | Software Test Report (STR) |
|-----------|----------------|--------------------------------------|
| CDRL A013 | DI-IPSC-81441A | Software Product Specification (SPS) |
| CDRL A014 | DI-IPSC-81442A | Software Version Description (SVD) |
| CDRL A015 | DI-IPSC-81443A | Software Users Manual (SUM) |

4.2.1.1 ECP: Name Change in Software

In accordance with paragraph 4.2.1, the contractor shall provide an ECP to perform the following task. The contractor shall modify all C2PC source code by replacing any references to the term "JTCW Client and Gateway" or the acronym JTCW C&GW. Supporting documentation shall be updated accordingly. For replacement, use the following rule set.

- If the reference is the "JTCW Client and Gateway" or "JTCW C&GW" replace with "C2PC."
- When the reference is only to the Client, replace with "C2PC Client."
- When the reference is only to the Gateway, replace with "C2PC Gateway."
- When the reference includes both the Client and the Gateway, replace with "C2PC."
- If another condition exists upon examining of the code, the contractor with ask the Government for direction prior to making the change.

CDRL A005 Software Delivery

In accordance with paragraph 4.2.1, the contractor shall conduct a study to define specific changes that could be made to improve the ease of use for C2PC. The contractor shall evaluate the changes necessary to make the Graphical User Interfaces (GUIs) more intuitive, easier to navigate and to bring common operational actions to a one or two click access level. Items to use as a guide to the study include the following:

- Common operational actions are defined as the core features of the software. Specific common
 operational actions will be discussed at a Government/Contractor working group within 10 days
 after task award with a recommended list of common operational actions to be provided from
 the contractor back to the working group within 20 days after that meeting. The Government
 will approve the final list within 10 days after receipt.
- The contractor shall consider the attached Joint Tactical Common Operational Picture (COP) Workstation (JTCW) User Interface Study results as a reference of types of items to investigate for inclusion. This is provided as reference only, not as a mandated task list.
- The contractor shall keep in mind that the main user of the product is a 18-25 year old member of the "IPod/video game" generation the GUIs should reflect that level of usability when possible or realistic.
- Human Factors Engineering should be part of the study to ensure that the interface meets all Department of Defense requirements for colors, text size, fonts, etc.

4.2.2 Test Readiness Reviews (TRR)

The Contractor shall be prepared to complete a Test Readiness Review (TRR) at the developers location with the schedule being negotiated with the Government Program Office prior to testing of a major release. The agenda will be agreed to by the Government Program Office prior to announcing the meeting.

CDRL A024 DI-ADMN-81249A Conference Agenda CDRL A025 DI-ADMN-81250A Conference Minutes

4.2.3 System Engineering Management Plan

The Contractor shall plan and apply a systems engineering approach that optimizes total system performance and minimizes total ownership costs. The systems engineering effort shall address systems engineering activities in the Systems Engineering Management Plan, which describes the program's overall technical approach, including systems engineering processes, resources, and key technical tasks activities and events along with their Technical Performance Metrics. These shall be integrated with the program management control efforts, including the Integrated Maser Plan (IMP), Integrated Master Schedule (IMS), technical performance measures, and the cost/schedule reporting system. The Contractor shall provide a System Engineering Management Plan that describes the Contractor's overall technical approach, including processes, resources, and metrics for achieving the work described in this SOW.

CDRL A026 DI-MGNT-81024 System Engineering Management Plan (SEMP)

4.2.4 Software Development Plan

The contractor shall develop and follow a software development plan for any software modified or developed in support of this task. The software development plan shall be delivered with the technical proposal.

CDRL A0008 DI-IPSC-81427A Software Development Plan (SDP)

4.2.5 Software Trouble Reports

The contractor shall investigate STRs reported from a variety of sources, such as SSC Atlantic STR database, internal testing by the contractor, Marine Corps Tactical Software Support Activity (MCTSSA) and STRs submitted by third party application extension developers. The contractor shall attempt to recreate reported STRs in the

contractor's test lab and identify the versions of the software exhibiting the problem. STR priorities, build assignment, and root cause determination will be adjudicated by the Government or designated representative. The government will prioritize STRs for investigation. If directed by the Contracting Officer (email or letter), the contractor shall follow the ECP process outlined in 4.2.1 to identify and develop a fix.

4.2.6 General Systems Engineering, Integration, and Test Support

- a. The contractor shall provide systems engineering, software engineering, integration and testing support to SSC Atlantic in support of the JTCW integrated build. The support shall include technical analysis, technical interchange meetings, collaborative engineering in the integration of JTCW build and software development of test and analysis tools to aid in the PDSS activities and documentation for any developed tools. This support shall be in the form of phone support, travel to MCTSSA or to SSC Atlantic, and phone/local/ travel to agencies as directed by the Government Program Office.
- b. The contractor shall provide systems engineering, software engineering and testing support to third party application developers. This support shall be in the form of phone support travel as directed by the Government Program Office.
- c. The contractor shall provide systems engineering and test support to MCTSSA. This support shall be in the form of phone support and travel as directed by the Government Program Office.
- d. The contractor shall provide meeting reports for specific meetings as requested by the Government Program Office.
- e. The contractor shall serve as the Tier 3 Help Desk for C2PC. This support shall be in response to questions and software issues which could not be resolved at MCTSSA or SSC Atlantic. Support shall be in the form of phone support, travel as directed by the Government Program Office, fault isolation, and necessary steps to identify and determine a solution for trouble reports. In the event a solution requires a change to the code, the contractor shall recommend an ECP to the Government.

CDRL A025 DI-ADMN-81250A Conference Minutes

4.2.7 In Progress Reviews (IPRs)

The Contractor shall be prepared to complete Quarterly IPR's either at the Quantico, VA. area (location TBD) or at the developers location. IPR dates will be negotiated between the Contractor and the Government Program Office.

4.2.8 Configuration Management Process.

The contractor shall maintain a configuration management (CM) process for the control of all hardware and software configuration documentation, media and parts representing or comprising the C2PC. The principles contained in EIA-649 and MIL-HDBK-61A may be used for guidance. The contractor's CM process shall consist of configuration identification, configuration control, configuration status accounting, and configuration audits. Consideration for interfacing with other acquisition requirements such as design review, assurance, and other program related disciplines shall be addressed. The contractor's CM process shall align with the JTCW CM Plan.

CDRL A009 DI-CMAN-80858B Contractor's Configuration Management Plan

4.2.9 Test Plans.

The contractor shall prepare Test Plans to support applicable developmental and ECP testing. The Test Plans shall encompass all sub-system and system level testing. The Test Plans shall be the top-level working document that ties all contractor and sub-contractor test activities together. The following areas shall be emphasized in the Test Plans:

- a. Test event
- b. Purpose of the test
- c. Date of test start and end
- d. Location of the test
- e. Need for Government test support and facilities
- f. Overall schedule of individual tests
- g. Interoperability analysis/testing
- h. Entrance and Exit Criteria
- i. Test procedures

Testing will not begin without a signed Test Plan. The Government reserves the right to review and approve the Test Plan, Test Procedures, and applicable updates. The contractor shall provide signed Test Reports with delivery of the software, and a draft version of the Test Reports within thirty days of test completion.

CDRL A016 DI-IPSC-81438A Software Test Plan (STP)
CDRL A023 DI-IPSC-81440A Software Test Report (STR)

4.2.10 Information Assurance

The contractor shall consider Information Assurance (IA) requirements and constraints for system design, development, implementation, and maintenance. The contractor shall comply with the JTCW IAVA Management Plan. Any system changes which may have a security or IA impact will be approved by the Government prior to development and implementation and documented in an IA Impact Analysis. All application development must follow secure coding practices in accordance with the Application Security and Development Security Technical Implementation Guide (STIG).

CDRL A011 DI-MISC-80508B Technical Report – Study/Services

4.3 C2CE PDSS

The contractor shall maintain the ability to modify C2CE code to address any issues which may arise. Currently, the C2CE code is not fielded and is only used in testing. The contractor shall coordinate with SSC Atlantic to maintain C2CE source code and executable software in a Government designated repository.

4.3.1 Software Trouble Reports

The contractor shall investigate STRs reported from a variety of sources, such as SSC Atlantic STR database, and internal testing by the contractor or MCTSSA. The contractor shall attempt to recreate reported STRs in the contractor's test lab and identify the versions of the software exhibiting the problem. STR priorities, build assignment, and root cause determination will be adjudicated by the Government or designated representative. The government will prioritize STRs for investigation. If directed by the Contracting Officer (in email or letter), the contractor shall follow the ECP process outlined in 4.2 to identify and develop a fix.

The Contractor shall inform the Government in writing if any of the C2CE STRs impact the C2PC baseline.

4.3.2 Configuration Management Process.

The contractor shall maintain a CM process for the control of all hardware and software configuration documentation, media and parts representing or comprising the C2CE. The principles contained in EIA-649 and MIL-HDBK-61A may be used for guidance. The contractor's CM process shall consist of configuration identification, configuration control, configuration status accounting, and configuration audits. Consideration for

interfacing with other acquisition requirements such as design review, assurance, and other program related disciplines shall be addressed. The contractor's CM process shall align with the JTCW CM Plan.

CDRL A009 DI-CMAN-80858B Contractor's Configuration Management Plan

5.0 Government Furnished Property.

5.1 Government Furnished Equipment.

The Government does not anticipate providing any GFE. However, the contractor will identify any Government Furnished Equipment (GFE) necessary for the execution of this contract as part of the technical proposal. Upon award, the program office will notify the contractor of the availability of GFE. Additional items may be provided to the contractor upon receipt of contractor's written request to the Marine Corps Systems Command program office. The contractor will include a required delivery date for any requested GFE for planning purposes. Proposals shall list required delivery date of Government Furnished Property (GFP) to meet proposed delivery schedules. The contractor shall provide for accountability, security and storage for the GFP provided. The contractor shall inspect and inventory all GFP received and identify and report any discrepancies/deficiencies to include associated costs (materials, labor and test (if applicable)) for repair of the GFP to like new conditions. Upon approval by the Government, the contractor shall conduct the necessary repair actions, and such costs shall be chargeable to Other Direct Costs. The program office will forward an accountability agreement to the contractor for signature on an annual basis. The Government will provide AODB software, DSTB software, CLIP and CLAD software, and CommandoLite software as GFE for inclusion in the C2PC builds.

CDRL A027 DI-MGMT-80389B Receipt of Government Materiel Report

5.2 Government Furnished Information.

The contractor will identify any Government Furnished Information (GFI) necessary for the execution of this contract as part of the technical proposal. Upon award, the program office will furnish the GFI identified. Additional GFI may be provided to the contractor upon written request from the contractor to the Marine Corps Systems Command program office. The contractor shall notify the Government of any deficiencies in the GFI received.

CDRL A028 DI-MGMT-80596 Government Furnished Information Deficiency Report

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Section J- List of Attachments/Exhibits

J-1. Attachments-

Attachment (1) Contract Security Classification Specification, DD254

J-2. Exhibits-

Exhibit (1) Solicitation Questions and Answers

Exhibit (2) Technical Data Certification

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

SECTION L

Section L: Instructions, Conditions, and Notices to Offerors

Section L-1 - PROPOSAL SUBMISSION

a. Introduction

It is intended that the requirements identified in this solicitation be procured through the selection of a single contractor. The Government intends to award a contract consisting of a base with four option years, utilizing firm-fixed-price and cost-plus-fixed-fee type CLINs.

This section contains general instructions for submitting proposals for this effort.

b. General

- (1) The proposal shall be complete and clear in all respects without the need for additional explanation or information. The proposal shall be in sufficient detail and scope to permit the Government to evaluate it with respect to the technical and cost/price factors specified under Section M of this solicitation.
- (2) Offerors are cautioned against general, vague or unsubstantiated statements which prevent or render difficult the Government's evaluation of the proposal. Mere statements by the Offeror that it understands a problem and/or can comply with the requirements, and statements paraphrasing the requirements or parts thereof, may be considered inadequate.
- (3) Data, even though previously submitted or presumed known by the Government, cannot be considered as part of the Offeror's proposal unless submitted with and incorporated into the proposal.
- (4) Any inconsistency, whether real or apparent, between projected performance and cost/price, should be explained in detail by the Offeror. The burden of demonstrating technical merit and price/cost realism rests with the Offeror.
 - (5) Proposals submitted for consideration for award shall address the full scope of the SOW.
- (6) A ceiling on the number of pages in the proposal has been imposed, as indicated in L-2, paragraph (e). All pages, or any other material, in excess of the maximum number of pages stated will not be evaluated.
- (7) As prescribed by 52.215-1, the government may award on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.
- (8) Offerors are cautioned to submit sufficient information and in the format specified in Section L. Offerors may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating or any unfavorable comments received from sources without a formal rating system. Communications conducted to resolve minor or clerical errors do not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

(9) All questions regarding this solicitation are due by 9:00 A.M. local time Quantico, VA on 30 June 2011, to edward.mcgrail@usmc.mil. Questions received after the above time and date may not be included in the provided response. Additionally, all questions shall be via email. Government responses will be posted via amendment posted on NECO and FedBizOpps.

Section L-2 - OFFEROR'S PROPOSAL REQUIREMENTS

a. Contract Award

The Government intends to evaluate proposals and award a contract without discussions. Each Offeror's proposal should contain the Offeror's best cost, price, and technical position. The Government reserves the right to conduct discussions if it is later deemed necessary. Any Offeror that is rated below "Marginal" in any evaluation criteria will not be considered for contract award.

The Government may reject any or all proposals if such action is in the Government's interest. Award will be to the responsive and responsible Offeror whose proposal (conforming to the solicitation) represents the best value to the Government considering the areas of Technical, Past Performance, Program Management, and Cost/Price. The Government may award to other than the lowest-priced Offeror or to other than the Offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factor and subfactors in the solicitation.

b. Proposal Submission

Proposals shall consist of the following:

- (1) One signed solicitation document, to include Sections A, B, G and K. Signed by a person authorized to enter into the proposed contract on behalf of the Offeror. All amendments issued shall be acknowledged in block 14.
- (2) Four (4) copies of Volumes I, II, and VI, and seven (7) copies of Volumes III, IV and V. Submit the proposals in separable parts.
- (3) One electronic copy of the full proposal (Executive Summary and Volumes I through VI in separable parts) using a Microsoft Office for Windows suite of applications, submitted on CD-ROM, formatted for an IBM PC compatible computer. Cost breakdown will include MS Excel spreadsheets with formulae intact. Schedules will be in MS Project or compatible format. If the Offeror provides electronically compressed files, the Offeror shall include the software used to compress and expand the proposal files, to include documentation. Delivery of process flows may be in hard copy if not compatible with the above software.
- (4) Two copies of the Small and Disadvantaged Business Subcontracting Plan (FAR 52.219-9, Alternate II/Not counted against proposal page count limitations).
- NOTE 1: The definition of a page is a single side of paper with text, drawings, data, or similar content. Pages shall be 8.5 by 11 inches in size except for foldouts. Text font shall be in <u>Times New Roman</u> 12 point. Font for tables, figures, and other graphics shall be no smaller than 8 point Arial. Foldouts count as two pages. Limit use of foldout pages to non-textual matter. Where a proposal requirement dictates information in Contract Data Requirements List (CDRL) format, that information will not count against maximum page limitations. Attempts to circumvent the intent of these limitations (condensed printing, oversize paper, extensive or unnecessary use of large foldouts, or other similar actions) may result in removal of such material from the proposal and its exclusion from the evaluation.
- NOTE 2: Bind each proposal volume in three-ring binders. Individual sections should be removable and replaceable to the volumes. Each volume shall contain a title page, table of contents, and list of tables and figures

for that volume. Include a Cross Reference Matrix showing the location where the evaluator should look in that volume for a discussion of a particular requirement (excluding cost information). Pages for this information will not count against volume page limitations. Use tab separators to separate required sections within a volume. Tab separators do not count against page count. Number all pages sequentially. Only material allocated to a specific section shall be in that section.

NOTE 3: Software. In accordance with DFARS 252.227-7019 (Validation of asserted restrictions-Computer Software – June 1995), the Offeror shall identify in its proposal, to the extent feasible, any computer software that was developed at private expense, or that is anticipated for future development at private expense, and upon the use of which the Offeror desires to negotiate restrictions; for such items, the Offeror shall state the nature of the proposed restrictions. Any restrictions on the Government's use or disclosure of computer software developed at private expense, and to be delivered under the contract shall be set forth in an agreement made part of the contract before delivery. If no such computer software is identified, all deliverable computer software will be subject to unlimited rights.

c. Proposal Submission Location, Time, and Date

Proposals for the supplies/services to be provided shall be delivered to the address below by 1300 (1:00 PM EST) on 10 August 2011. Offeror's shall prominently mark all containers used for delivery of proposals with the following statement:

"REQUEST FOR PROPOSAL - SOLICITATION M67854-11-R-2306"

For FEDEX, Hand-Carry, UPS, etc:

Commander
Marine Corps Systems Command
2201A Willis Street
Quantico, VA 22134-6050
Attn: Mr. Mike Logan
(703) 432-3145

For US Postal Service:

Commander Marine Corps Systems Command 2200 Lester Street Quantico, VA 22134-6050 Attn: Mr. Mike Logan (703) 432-3145

d. Proposal Outline

All proposals shall conform to the outline in section L-1. Proposals not following this format will be considered unacceptable. Confine all information pertaining to each indicated topic to the appropriate volume and section.

e. Proposal Topics and Page Limitations

Proposal volumes shall follow the outline below, and shall not exceed the following page limits:

| Volume | Title | Max Pages |
|--------|--|-----------|
| I | Executive Summary and Model Contract – Sections A through K | N/A |
| II | Exceptions, Deviations, And Waivers | N/A |
| III | Technical (page count distribution among subsections as desired by the Offeror) | 25 |
| | Part A: Technical Approach | |
| | Part B: Processes and Practices | |

| | Part C: Software Development Plan (SDP) | N/A |
|----|---|-----------|
| IV | Program Management (page count distribution among subsections as desired by the | 25 |
| | Offeror) | |
| | Part A: Management Approach | |
| | Part B: Integrated Master Plan (IMP) (Not included in page count) | |
| | Part C: Organizational Structure and Staffing Plan | |
| | Part D: Teaming Arrangements | |
| V | Past Performance | See Parts |
| | Part A: Relevant Experience | 25 |
| | Part B: Customer Assessment | 25 |
| VI | Price/Cost | N/A |

f. Proposal Content

The Government will strictly adhere to the evaluation criteria contained in Section M of this solicitation. Offerors are responsible for generating their best proposal efforts. The Offeror shall ensure each section of the proposal adequately contains all the information necessary for evaluation. Proposal volumes should, as a minimum, address the following information:

1) VOLUME I. EXECUTIVE SUMMARY AND MODEL CONTRACT

Solicitation/Model Contract Representations and Certifications. The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The Offeror's proposal shall include a signed copy of the offer and Sections A through K. This includes:

- a. Section A Completed and signed with all amendments acknowledged.
- b. Section B Supplies or Services and Costs/Prices. Completed pricing information in Section B of the solicitation. Insert the price for each contract line item (base CLINs and option CLINs).
- c. Section G Contract Administrative Data. Complete the "fill-in" required in Contractor's Contract Administration, in Section G. If not applicable, state so.
- d. Section K Representations, Certifications, and other Statements of Offeror's. Complete representations, certifications, acknowledgments and statements. (Note: Offerors must also comply with the Online Representations and Certifications Application (ORCA) requirements of FAR 52.204-8).
 - e. Acknowledgment of all amendments issued (if applicable).
 - f. Statement of the period for which the proposal is valid (not less than 180 calendar days).
 - g. Evidence of required facility and personnel clearances.
 - h. Evidence of a Government-approved accounting system.
- i. Each page shall contain the following legend at the bottom of each sheet; Source Selection Information See FAR 2.101 and 3.104.
- j. Authorized Offeror Personnel. Provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government. Finally, please provide the name, title, and telephone number of the CEO, Division President, or Vice President of the Offeror.

- k. Company/Division Address, Identifying Codes, and Applicable Designations. Provide company/division's street address, county and facility code; CAGE code; DUNS code; and size of business (large or small). Provide the same information for your major subcontractors.
- l. Organizational Financial Information. Submit copies of your latest available financial statement covering the organization(s), which will perform the contract. Include any information, which may have a bearing on your ability to handle the financial management of the contract. If you are proposing a joint venture, describe how you will handle financial matters.

2) VOLUME II. EXCEPTIONS, DEVIATIONS, AND WAIVERS

General. This volume must include a certification that it contains all exceptions, deviations, and waivers that the Offeror takes from the provisions of the RFP and its applicable documents. An exception is where an Offeror states it will not comply with a requirement, usually involving contract terms and conditions. A deviation is where an Offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification. A waiver is where an Offeror requests authorization for the Government to accept an item that will depart from specified requirements, but would nevertheless be considered suitable.

Note: Exceptions, deviations, and requests for waivers may cause proposals to be considered unacceptable.

Description. Provide a detailed description of each exception, deviation or request for waiver. Indicate the Offeror's difficulty with the applicable requirement and the Offeror's proposed solution. Specifically identify the portion of the RFP and the Offeror's proposal that are affected.

3) VOLUME III. TECHNICAL

Volume III shall contain the following proposal information. Include a Requirements Cross-Reference Matrix showing the proposal paragraph number where an evaluator will find the detailed discussion of a particular requirement. Indicate and fully explain any exceptions to Government requirements in this volume.

This section shall be limited to 25-pages. This part shall concisely demonstrate the Offeror's ability to comply with Program requirements.

Volume III. Part A. Technical Approach

This section shall demonstrate in detail the Offerors design to fulfill the requirements addressed in the specifications outlined in paragraphs 4.2.1.1 and 4.2.1.2 of the SOW.

Volume III. Part B. Processes and Practices.

Relate the Offeror's processes and practices in the following areas of interest to specific technical and program management requirements in the specification and statement of work and discuss how these processes and practices will reduce risk and support the program objectives:

- (1) Technical Process Discuss specific processes and methodologies the Offeror intends to use to ensure operational capability, performance, reliability and maintainability, affordability, supportability, modularity, portability and safety. Also, describe how quality control is maintained. Provide specific proven examples of technical performance metrics the Offeror routinely uses to manage risk for these factors.
- (2) Open Architecture Explain the open systems approach the Offeror will use for modular design, open architecture, and standards-based interfaces. Provide an explanation of how the Offeror's approach aligns with Modular Open Systems Approach (MOSA) objectives. The MOSA objectives are to enable the system to adapt to

evolving requirements and threats; accelerate transition from science and technology into technology and deployment; facilitate systems reconfiguration and integration; reduce development cycle time and total life cycle cost; maintain continued access to cutting edge technologies and products from multiple suppliers; and mitigate the risks associated with technology obsolescence, being locked into proprietary or vendor-unique technology, and reliance on a single source of supply over the life of the system.

- (3) Risk Management Explain the approach and methods to identify problems before they occur and mitigate adverse impacts on the project. Describe how the Offeror will identify, monitor, and address risks against cost, schedule, and performance of the project.
- (4) Configuration (CM) and data management Explain the approach and methods to identify, control, audit and track the status of prime and subcontractor hardware and software configurations, resulting in delivery of software. Discuss the Offeror's alignment of internal CM processes with the Government CM process. Explain how the Offeror maintains version control of software and documentation.
- (5) Process integration Discuss the approach and methods the Offeror will use to integrate the Offeror's processes into the established processes for JTCW. Provide specific examples of integration with multiple industry partners and government labs.

Volume III. Part C. Software Development Plan (SDP).

As a part of the proposal, Offerors shall submit a draft version of their SDP in accordance with the content defined in the SOW. The SDP may be formatted as desired by the Offeror but must contain the information described by the SDP DID. The SDP is not page limited, and does not count against the page limitations of the proposal. An SDP, that is to-the-point and appropriate, is preferable to a SDP that is excessively wordy and contains non-essential material.

Offerors shall also submit, as a part of their proposal, an SDP Rationale (not counted against page count) which describes why their specific approach is appropriate for the system to be procured and how their proposed processes are equivalent to those articulated by Capability Maturity Model Integration (CMMI) capability Level 3.

4) VOLUME IV. PROGRAM MANAGEMENT

Volume IV shall contain the following proposal information. Include a Requirements Cross-Reference Matrix showing the proposal paragraph number where an evaluator will find the detailed discussion of a particular requirement. Indicate and fully explain any exceptions to Government requirements in this volume. Provide the CMMI level, type of certification, and date of certification relevant to the business division or team proposed. This section shall be limited to 25-pages.

Volume IV. Part A. Management Approach.

- (1) The management approach should describe the organization and management processes the Offeror will utilize to manage the effort from design, through delivery. The management approach should delineate well-defined lines of authority.
- (2) The management approach should include the Offeror's methods of identifying, managing, and reporting risks.
- (3) The Offeror's management approach should identify configuration management tools and techniques to maintain control over the software baseline up to delivery.

Volume IV. Part B. Integrated Master Plan (IMP). (Not included in page count)

- (1) The IMP is the cornerstone of the performance-oriented business approach for implementation on this contract. The IMP should describe the Offeror's overall management approach for producing and delivering the C2PC software ensuring that the software meets all performance requirements, it's affordable and supportable. The overall management approach should include, but not be limited to, the following areas: program and technical management; supportability; configuration and data management; reliability and maintainability (R&M); quality assurance; verification; safety; delivery schedule; and training.
- (2) The IMP should clearly and concisely describe plans for producing software components, controlling and accomplishing this effort at an affordable cost and reducing schedule risk. The IMP should define and describe the integration of all the diverse functions, tasks, and events that must be successfully completed. Accordingly, IMP shall include a Work Breakdown Structure (WBS) to at least a Level 3 identifying all events and tasks essential per CLIN. The IMP must provide top-to-bottom traceability from the Statement of Work (SOW) activities to Level 3 of the Offeror-proposed WBS.
- (3) The IMP must serve as the basis for the Integrated Master Schedule (IMS). The IMP should contain proposed events (i.e. readiness review, quality conformance inspection, and acceptance), essential tasks, and entrance and exit criteria for each task and an event oriented time-line tied directly to the IMS. The IMP must provide adequate details to show the interrelationships of events and tasks with the production and delivery schedules.

Volume IV. Part C. Organizational Structure and Staffing Plan

- (1) Describe the Offeror's program organization structure. The Offeror must clearly portray the organizational structure and show how this organization will support the JTCW team. The Offeror must clearly define the relationship between the program and the overall corporate structure, the reporting responsibilities, lines of authority, the role of upper and functional management, the role of subcontractor's decision making authority, and the communication processes.
- (2) The Offeror shall include a staffing plan showing the personnel necessary to meet the requirements of this proposal request. The staffing plan shall depict staffing levels and requisite skills and characterize the availability and location of these skills, current and anticipated. The Offeror shall demonstrate the availability of Key Personnel from contract award through the term of the basic contract and options.
- (3) Provide the qualification requirements for key positions in the Offeror's organization and for proposed subcontractors expected to make a major contribution to this effort. Identify all key individual personnel assignments to this contract, and provide copies of any key personnel agreements for this contract. The provisions of SUBSTITUTION OF KEY PERSONNEL, in Section H of the RFP, shall apply to these key personnel positions for the duration of the contract. The key personnel shall be those individuals filling the key positions identified by the Offeror. The Offeror shall include resumes of all key personnel identified. Provide information showing that proposed software personnel are qualified and experienced in the software development processes described in the

System Software section of Volume I of the proposal.

- (4) Describe the Offeror's programs and processes to hire and retain qualified staff and resolve personnel resource conflicts with other contracts.
- (5) Provide copies of any key personnel agreements for this contract. Identify the role and authority of the Program Manager. Provide resumes for key personnel. Resumes shall include the following:

Professional Experience (i.e. years of experience, level of responsibility, accomplishments), Education (degree and appropriateness to this work effort) and any certifications.

Volume IV. Part D. Teaming Arrangements.

- (1) Subcontractor Selection. Offerors shall outline why they entered a particular teaming arrangement or selected (or will select) a particular subcontractor to perform significant effort on this program. "Significant" means an estimated dollar amount of the subcontract of 20% or more or some technical criticality of the task order. Relate these selections to their beneficial contribution to the program. Describe business arrangements and show direct lines of authority. Tie team member or subcontracted effort to a task directly referenced to a statement of work or particular work breakdown structure element. Define each of these interdivisional transfer or subcontracted efforts as a percentage of the total program effort.
- (2) Small Business and Small Disadvantaged Business Subcontracting Plan (not counted against page count). Provide a program Small Business and Small Disadvantaged Business Subcontracting Plan to meet or exceed the subcontracting goal requirements for Small and Small Disadvantaged Business (Public Law 100-180, FAR 52.219-9, and DFARS 252.219-7003). This plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan. Small Business concerns are not required to submit a subcontracting business plan per FAR 19.702(b).

5) VOLUME V. PAST PERFORMANCE

Volume V shall contain the following proposal information.

Volume V. Part A. Relevant Experience.

Provide a description of five relevant federal, state local Government, or private prime or major subcontract efforts (\$500,000 or more) received within the past three (3) years of previous experience in developing software of the same nature as this solicitation. As a part of this description, the Offerors shall describe the extent to which personnel who contributed to these previous efforts will be supporting this solicitation. Offerors shall also describe any previous CMMI or equivalent model-based process maturity appraisals performed. As a part of this description, Offerors shall identify the organizational entity and location where the appraisal was performed, the type of evaluation, the organization performing the evaluation, and the level earned. To be considered relevant, efforts should reflect having the same or similar complexity and relevancy to the effort required by this solicitation. The Offeror shall include any corporate subsidiaries or other divisions as well as any other major subcontractors involved in this effort. Offerors with no relevant past performance on Government contracts may submit similar information required by this paragraph on any relevant commercial effort as best they can articulate. Submit this information in the following format:

- (1) Offeror's (or major subcontractor's) CAGE and contractor establishment code (CEC) numbers.
- (2) Government contracting activity, address, and telephone number.
- (3) Procuring Contacting Officer's name, telephone number, and FAX number.
- (4) Government or commercial contracting activity technical representative or contracting officer representative (COR), telephone number, and FAX number.

- (5) Government contract administration activity and the name, telephone number, and FAX number of the administrative contracting officer (ACO) and the Chief of Program and Technical support.
 - (6) Contract number
 - (7) Program title
 - (8) Contractor/subcontractor place of performance
 - (9) Contract type
 - (10) Period of performance
 - (11) Awarded contract price
 - (12) Final or projected price or cost
 - 13) Original delivery date
 - (14) Final or projected delivery date
- (15) Program description and relevancy. For each instance of past performance, provide a description of the effort, highlighting similarities and differences between that experience and the effort required under this solicitation.
- (16) Technical Performance. Describe how well the product or system was compliant with contract requirements. Highlight and explain any deviations from the system performance requirements and the actions performed to mitigate and resolve these differences. Describe the timeliness and completeness of deliverables under that contract to the original product performance requirements. Identify and explain any cure notices received.
- (17) Schedule and Cost Performance. Provide a narrative of the objectives achieved and any cost growth or schedule delays encountered. For any Government contracts that did not meet original requirements with regard to schedule and cost performance, provide a brief explanation for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. Explain those processes now in place to prevent past problems and ensure such problems do not affect future performance on this proposed contract. Identify and explain any cure notices received as a result of schedule or cost performance.
- (18) Provide the above required information for any and all terminated Government contracts with the Offeror, in whole or in part, for any reason during the past three years. Include those efforts currently in the process of such termination as well as those that are not similar to the proposed effort.
- (19) New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, Offerors shall discuss in detail the role performed by such persons in the prior contracts.
- (20) Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss that subcontractor's past performance evaluation with the Offerors during negotiations (Note: Written permission from subcontractors is excluded from the page count).
- (21) Offerors should identify other directly pertinent past history which indicates efforts of the same or similar complexity have been performed using the Offeror's existing plant capabilities and demonstrate satisfaction of customer requirements.

Note: The Government reminds Offerors it may evaluate Offeror past performance from both independent data and data provided by Offerors in their proposals. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon Offerors to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the Offerors. Proposals that do not contain the information requested by this paragraph, risk rejection or receiving a high risk rating during evaluation.

Past performance is used as an indicator of the capability of the Offeror to provide consistent quality of technical and management elements to the JTCW program. The Offeror should provide demonstrated examples of previous work accomplished, establishing the basis for their approach and ability to manage performance risk.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

Volume V. Part B. Customer Assessment.

The Offeror shall provide the Past Performance Questionnaire (Addendum A) to each of the customer points of contact (POC) for their respective (identified in Volume 5, Part A) past performance efforts. In order to expedite the assessment process, the Offeror may complete the Contract Information portion of the Past Performance Questionnaire for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit directly to the MCSC Contracting Office so as to arrive no later than the time and date specified in paragraph L-2(c). Electronic submission is preferred; however, hardcopy mail or fax will be accepted.

6) VOLUME VI. PRICE/COST VOLUME_

The Price/Cost Volume shall include the price/Cost proposal that includes a firm-fixed price/Cost/Cost Plus Fixed Fee for each separately priced CLIN in Section B in the format provided below for each CLIN. All items are to be priced FOB destination. The Government intends to perform cost and price analysis in accordance with FAR 15.404-1(b)(2). The contractor shall provide the necessary information as required to support the appropriate CLINs.

The Offeror shall, at a minimum, provide supporting data that addresses the following areas in detail sufficient to provide the Government with the basis to accomplish its evaluation. All dollar amounts provided in a completed Section B shall be rounded to the nearest dollar. Pricing shall be provided on a spreadsheet that is compatible with Microsoft Excel 2007.

For bundled costs, the phrase "Not Separately Priced" (NSP) shall be indicated for the corresponding CLIN. The term "N/A" or Not Applicable shall only be used when the described item in the applicable CLIN are not being provided.

Cost/Price inconsistencies. The Government assumes a proposal represents the offeror's best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price, should be explained in the proposal. Any significant inconsistencies, if unexplained, raise a fundamental issue of the offeror's understanding of the nature and scope of work required and financial ability to perform the contract. This may result in the proposal being determined to be unacceptable.

Use of Government Property – The Offeror shall state whether, in the performance of the contract, it will require the use of existing Government-owned property (including, but not limited to, facilities, equipment, production, and/or research property) or information, whether or not it is currently in its possession or in the possession of its proposed subcontractors. Do not include the Government Furnished Equipment listed in this solicitation unless a substitution requested. The substitution needs to be described along with the exceptions, deviations, and/or request for waiver section mentioned in paragraph 2 above.

- a. The following information shall be provided by the offeror
 - i) A list or description of all such property involved which the Offeror and/or anticipated subcontractor(s), purpose to use along with the quantity.
 - ii) The dated during which such property will be needed for use. (i.e. need date and return to Government date)
 - iii) The Offeror shall discuss alternatives in the event the property is unavailable at the time proposed.
 - iv) The Offeror shall identify all Government test facilities anticipated for use under the contract.
 - v) The Offeror shall identify when the facilities are required and the anticipated duration of their use. The Offeror shall discuss alternatives in the event the proposed facility is unavailable at the time proposed.
 - vi) The Offeror shall request a cost quote from the cognizant Government office for use of Government Property (GP), equipment and facilities. This quote shall be included in the cost volume of the proposal and shall include the following:
 - vii) The GP and use requirement.
 - viii) The name and phone number of Government activity and point of contact of person supplying the quote.
 - ix) The cost quoted with terms and conditions.
- b. The Offeror's proposed cost in Section B shall not include Government cost associated with Offeror proposed GP except as provided for CLINs 0001, 0002, 0003 and 0004. The cost associated with the GP proposed under this section will be included in the cost evaluation. The Government reserves the right to verify all quoted received. If the Offeror is unable to obtain a cost quote from a Government agency in time for proposal submission, the Government reserves the right to unilaterally supply a cost estimate of the GP. (See Example)

Example: Offeror's proposed cost with fee is 6.25M with a projected cost of 750K for GP. The total cost for evaluation of the Offeror's effort will be 7M (6.25M + 750K). However, the contract award amount would be 6.25M

Instruction Assistance. The following instruction should assist the offeror in developing and documenting adequate support for the price proposal. These instructions are not all-inclusive. The responsibility for providing cost documentation rests with the offeror. At a minimum, the Price/Cost Volume shall contain the following:

Volume VI, Part A: Fixed Price CLINs

- 1. The Contract resulting from this solicitation will include Firm-Fixed Price CLINs for the C2PC/C2CE PDSS.
- 2. The Government shall use the Offeror's documentation to evaluate these CLINs relative to the criteria for reasonableness, realism, and completeness predicated on the Offeror's proposed solution. The Offeror shall ensure they fully explain the basis for their pricing. Responsibility for establishing a credible pricing strategy, aligned with the proposed solution is with the Offeror.

3. Price will be evaluated, but not rated. The Offeror's price proposal shall be evaluated through the price competition of this acquisition. A total Evaluated Price will be calculated by the Government and includes the basic requirement and all options.

Volume VI, Part B: Cost Plus Fixed Fee CLINs

Under this section of the Cost Volume, the Offeror will provide a complete and detailed breakdown supporting CLIN costs by contractor fiscal year containing the information requested below. Additionally, the Offeror shall provide a total cost summary by Government Fiscal year.

- a. Cost Buildup. Provide an explanation of cost build-up methodology so that the evaluator can readily identify the method for each computation.
- b. Hourly Labor Estimates. Include hourly labor estimates for each individual WBS traceable to the cost format for the prime contractor, subcontractor effort and interdivisional transfers. Hours shall be separable between prime, subcontract, and interdivisional transfer effort. Define the man-hours in a man-year.
- c. Labor Hours Profiles. Submit labor hour profiles that show the total proposed labor hours and labor rates by skill category. Submit the labor hour profiles as a separable attachment to Volume IV. Do not provide cost data with these hourly cost estimates.
- d. Labor Rates. The Offeror shall use Forward Pricing Rate Agreements (FPRA), if available, in pricing the cost proposal. The Offeror shall identify whether the labor rates proposed are FPRA, Administrative Contracting Officer (ACO)/Defense Contract Audit Agency (DCAA) recommended rates, or Offeror proposed rates. If the rates are Offeror proposed rates, provide the most recent three (3) year prior actual rate history. Detail any union agreements that control labor rates. Provide a copy of the current FPRA (if one exists), regardless of whether or not the FPRA rates were utilized to develop the proposal.
- e. Escalation. Identify the source of the escalation factors used along with the publication date and indices, if applicable. Explain the indices used and the method of rate application. Contractor format is acceptable.
- f. Indirect Rates. Provide a schedule which contains the proposed burden rates by year for material, direct labor overhead, General and Administrative expense, and any other applicable burden applied to direct cost elements. The Offeror shall identify whether the indirect rates are FPRA, ACO/DCAA recommended rates or Offeror proposed rates. If Offeror proposed rates are used, provide the most recent three (3) year prior actual rate history. Provide a copy of the current FPRA (if one exists), regardless of whether or not the FPRA rates were utilized to develop the proposal. A summary table shall be provided showing all direct labor, overhead/indirect, or wrap rates used. This summary shall display the rates by type, function, and Government fiscal year.
- g. Fee. Fee proposed must not exceed the statutory limitations imposed by 10 U.S.C 2306(d) and 41 U.S.C. 254(b) as defined in FAR 15.404-4(c)(4)(i)(C).
- h. Subcontracts/Interdivisional Transfers. The Offeror shall identify major and critical proposed subcontracts and interdivisional transfers by WBS task. Identify the type of contract, quoted price, and price proposed by the prime contractor (Offeror). Provide an explanation if the Offeror proposed a different amount than that quoted by the subcontractor. Detailed back-up data as required throughout this section (i.e. subparagraphs a-g and i-l) shall be provided, but may be submitted under separate cover directly to the Government by the subcontractor, by the due date for receipt of proposals.
- i. Material. Identify and discuss the types and quantities of the proposed direct material (i.e. Bill of Materials). Provide methodology used to generate the proposed material costs including, at a minimum, the percentage of cost based on (1) vendor quotations; (2) prior purchase orders; (3) catalog prices; (4) engineering estimates (5) sole source; and (6) competitive purchases. Provide rationale and history for any

estimates and factors used in the calculations of the proposed cost.

- j. Data. Offeror shall provide the estimated price associated with each data deliverable for evaluation purposes, however, the overall price shall be included in the associated hardware CLIN. Should the Government elect not to receive the data item, the price will be reduced commensurately. If proposed CDRLs are generated in the normal course of the Offeror's work, and there is no significant effort associated with the delivery of the CDRL to the Government, these CDRLs may be listed as "Not Separately Priced."
- k. In cases where cost estimates are based upon past experience, the Offeror shall identify the past experience, explain how past experience relates to the current effort, provide the cost data for the previous experience(s), and explain how the cost data from the past experience were adapted to the proposed effort.
- I. Computer software development cost estimates shall include the method used to derive the cost estimate and the source of the information. If a software-estimating model is used, the Offeror shall describe the model and provide the inputs including productivity. A table shall be provided which itemizes the number of instructions per module. The Offeror shall identify the amount of code to be captured, reused, modified, or developed at the functional level. If the estimate was derived by analogy with a previous program, describe the analogy used and the similarities and differences with this effort. The program from which the code count for the function was estimated will be identified, and the actual code count for that function provided. The estimate shall include all efforts, separately defined and estimated, from design through coding, debugging, and system test. This information shall be provided in as separable section of Volume VI. Do not include cost data with this information.

Volume VI, Part C: Cost Reimbursable CLIN

The contract resulting from this solicitation will include cost reimbursable CLINs for travel and other direct costs (ODCs). These CLINs are non-fee bearing but may include G&A or other appropriate overhead charge consistent with the Offeror's accounting practices. ODCs do not include cost elements chargeable to other CLINs under this contract, but are for unforeseen incidental expenses that may arise during the course of performance (i.e. in connection with testing). Travel expenses shall be reimbursed in accordance with the Joint Travel Regulation (JTR) that is available at http://www.dtic.mil/perdiem/jtr.pdf.

ADDENDUM A

Past Performance Questionnaire

Your assistance is requested by the Marine Corps Systems Command (CTQ) to assist with establishing the performance history for the contractor named below. Please complete this questionnaire and mail or FAX it to the following:

Commanding General Marine Corps Systems Command 2200 Lester Street Quantico, VA 22134-6050

Attn: Ms. Lisa Burns (703) 432-4257

When Complete, the information on this form is Source Selection Sensitive (41 USC 423); SAFEGUARD. COMMENTS MUST BE PROVIDED FOR THIS DATA TO BE UTILIZED

| Contractor Name & Address: | Contract No.: |
|----------------------------|---------------|

| | Contract Award Date: |
|--|---|
| | Completion Date: |
| | Contract Value: |
| | Type of Contract: |
| Evaluator Name/Title/Phone: | |
| | |
| Description of Contract Requirements: | |
| 1 | |
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| | |
| Evaluation: | |
| | stations and Polated Polivorables |
| A1. Quality of Products, Documents, Presen N/A Comments: | |
| OUTSTANDING Comments. | |
| ☐ EXCEEDS EXPECTATIONS | |
| ☐ MEETS EXPECTATIONS | |
| UNSATISFACTORY | |
| UNSATISFACTORY | |
| B1. Effectiveness of Program Management : | and Control |
| N/A Comments: | |
| OUTSTANDING | |
| EXCEEDS EXPECTATIONS | |
| MEETS EXPECTATIONS | |
| UNSATISFACTORY | |
| UNSATISFACTORI | |
| | |
| B2. Timeliness of Performance for Services | and Product Deliverables. |
| □ N/A Comments: | • |
| ☐ OUTSTANDING | |
| ☐ EXCEEDS EXPECTATIONS | |
| ■ MEETS EXPECTATIONS | |
| ☐ UNSATISFACTORY | |
| B3. Subcontractor Management/Parts and | Support Base. |
| □ N/A Comments: | |
| ☐ OUTSTANDING | |
| ☐ EXCEEDS EXPECTATIONS | |
| ☐ MEETS EXPECTATIONS | |
| ☐ UNSATISFACTORY | |
| R4 Application of Cast as an Independent V | Variable (CAIV) and Life Cycle Costs (LCC). |
| N/A Comments: | · |
| OUTSTANDING | |
| | |
| EXCEEDS EXPECTATIONS MEETS EXPECTATIONS | |
| MEETS EXPECTATIONS | |
| ☐ UNSATISFACTORY | |

| C 1 | . Customer Satisfaction - Busi | ness/Contracting Relations. |
|---------------------|--------------------------------|---|
| | N/A | Comments: |
| | OUTSTANDING | |
| | EXCEEDS EXPECTATIONS | S |
| | MEETS EXPECTATIONS | |
| | UNSATISFACTORY | |
| | | |
| C2 | . Customer Satisfaction - Sub | contracting Management and Attainment of Goals. |
| \Box | N/A | Comments: |
| $\overline{\sqcap}$ | OUTSTANDING | |
| $\overline{\sqcap}$ | EXCEEDS EXPECTATIONS | S |
| $\overline{\sqcap}$ | MEETS EXPECTATIONS | |
| П | UNSATISFACTORY | |
| | | |
| C3 | . Customer Satisfaction - Inte | raction with Govt Staff and Flexibility. |
| | N/A | Comments: |
| $\overline{\sqcap}$ | OUTSTANDING | |
| П | EXCEEDS EXPECTATIONS | S |
| П | MEETS EXPECTATIONS | |
| П | UNSATISFACTORY | |
| _ | | |
| D1 | . Overall Satisfaction. | |
| П | N/A | Comments: |
| $\overline{\sqcap}$ | OUTSTANDING | |
| П | EXCEEDS EXPECTATIONS | S |
| П | MEETS EXPECTATIONS | |
| П | UNSATISFACTORY | |
| | | |
| | | |
| D2 | . What are the company's stre | engths: |
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| | | |
| D3 | . What are the company's wea | aknesses: |
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| Ge | neral Comments: | |

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| The information provided has b | peen previously shared with the Contractor - | |
|--------------------------------|--|--|
| ☐ YES | □ NO | |
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| yo | | |
| | | |
| (End of Summary of Changes) | | |